

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b> Red Extra Stewardship <b>National Forest :</b> Hiawatha <b>Bidding Method :</b> Sealed Bid <b>Location to Receive Offers :</b> St. Ignace Ranger District, W1900 West US-2, St. Ignace, MI 49781 <b>Date :</b> 05/05/2015	<b>Type of Contract :</b> Premeasured <b>Ranger District :</b> Sault Ste Marie  <b>Time :</b> 10:00 AM
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**1. INTRODUCTION.** This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether or not to further investigate this stewardship project. The prospectus is not a legally binding document, but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the contract and make their own estimates. Contract 2400-13T will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the contract and stewardship work items and conditions of offering at Forest Service offices listed above and in the advertisement.

This is a Stewardship End Results Contract authorized by 16 U.S.C. 2104 Note.

**2. OFFERING.** This is a Sealed Bid Stewardship Contract. Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. Also, the term "offeror" in this prospectus is identified as "offeror" in the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract. See Section 21, General for instructions for preparation of technical proposals and evaluation factors for award.

**3. LOCATION AND DESCRIPTION OF INTEGRATED RESOURCE TIMBER.** Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units, location of cutting units, the acreage of contract area, the cutting unit acreage and location of stewardship work activities.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE CONTRACT AREA MAP OR SAMPLE CONTRACT.

The Red Extra Stewardship Contract area is approximately eight miles northwest of Brimley MI and a mile south of Lake Superior. There are eight cutting units and a Road Right of Way unit. Approximately half of the cutting units consist of previously thinned red pine plantation where the mixed conifer is comprised of approximately 46% white pine and 45% jack pine sawtimber and pulpwood. The remaining cutting units consist of mixed hardwoods where the mixed hardwood pulpwood and sawtimber is comprised primarily of red maple and beech.

**4. QUANTITIES AND RATES.** The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, offerors are urged to examine the contract area and make their own estimates.

Road Construction Costs. The estimated road construction cost has been included in the appraisal as a cost that the Contractor will incur. The Contractor will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS CONTRACT DOES NOT INCLUDE STEWARDSHIP CREDIT for the construction of specified roads and Contractors should consider the cost of specified road construction when developing their offers.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

### Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Aspen	Sawtimber	CCF	128.00	\$1.19	\$15.96	\$0.00	\$0.62
Mixed Conifer	Sawtimber	CCF	163.00	\$1.45	\$36.29	\$0.00	\$0.62
Mixed Hardwood	Sawtimber	CCF	113.00	\$1.66	\$53.72	\$0.00	\$0.62
Red Pine	Sawtimber	CCF	2,528.00	\$2.17	\$94.45	\$0.00	\$0.62
Sugar Maple	Sawtimber	CCF	20.00	\$2.17	\$94.09	\$0.00	\$0.62
Aspen	Pulpwood	CCF	214.00	\$1.19	\$16.00	\$0.00	\$0.62
Mixed Conifer	Pulpwood	CCF	133.00	\$1.58	\$47.13	\$0.00	\$0.62
Mixed Hardwood	Pulpwood	CCF	1,422.00	\$1.27	\$21.86	\$0.00	\$0.62
Red Pine	Pulpwood	CCF	576.00	\$2.05	\$84.94	\$0.00	\$0.62
	TOTAL	CCF	5,297.00			\$0.00	\$3,284.14

### Optional Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$19,781.00 is included in total value.

**All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed when authorized in writing by Contracting Officer.** Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items</b>			
M1	Opening Maintenance	Acres	230.00
M2	Site Preparation For Natural Regeneration Unit-02	Acres	58.40
M3	Site Preparation For Natural Regeneration Unit-06	Acres	55.20
M4	Site Preparation For Natural Regeneration Unit-07	Acres	109.30
M5	Site Preparation For Natural Regeneration Unit-08	Acres	78.00
M6	Sweiger Creek Culvert Replacement	Each	1.00

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/15 and 11/30.

Contract termination date is 12/31/2020. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

**6. PAYMENT.** Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

**7. PERFORMANCE BOND.** Not Applicable.

**8. SPECIFIED ROADS.** The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the Contractor. Sufficient information to permit a prospective offeror to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this contract.

Road Number	Road Name	Traffic Service Level	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
TL-1	Temp Landing-1	D	0.04 / 0.06	\$1,553.75	C
3677A	George Spur	D	0.24 / 0.39	\$158.50	C
3181D	White Pine Spur	D	0.35 / 0.56	\$1,843.75	C
3675	Herm	C	1 / 1.61	\$2,075.00	R
3369	Iroquois	C	1 / 1.61	\$2,075.00	R

\* C = Construction  
R = Reconstruction

Total estimated road construction cost allowed in appraisal is \$9,973.00

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78

Stat. 1089, 16 U.S.C. 532-537. Refer to provision K(T)-F(T).2.1.3# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Contractor shall make a cash deposit in the amount \$2,267.00 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

**NOT APPLICABLE.**

**9. ROAD MAINTENANCE.** Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS.** See sample contract.

**11. SPECIAL PROVISIONS.** See sample contract.

**12. SET-ASIDE CONTRACTS.** Not Applicable.

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Not Applicable.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD.** The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations. To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

**16. FALSE STATEMENTS ACT.** Offerors, by signing the offer form, certify that they are aware that offeror is subject to the

penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES.** This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.** Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 7150 Harris DR PO BOX 30644 Lansing, MI 48909, 517-322-1814.

**20. GENERAL.** Corporations submitting an offer under this solicitation must include form AD-3030-FS, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at: <http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

Potential Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the costs of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the sites constitute grounds for a claim after contract award.

The successful offeror shall register in the System for Award Management database at <https://www.sam.gov/portal/public/SAM>. Assistance with registering is available at [www.ptacsofmichigan.org](http://www.ptacsofmichigan.org).

This sale was cruised July through December of 2015.

#### KT-CT.3.0.1# PROTECTED AREAS

Boundary trees of Protected Areas are designated with ORANGE paint consisting of three vertical spots facing out of the Protected Area, a vertical line on two sides of the bole facing the direction of the boundary and a stump mark.

#### KT-CT.3.5.5# INDIVIDUAL TREES, CUT TREE MARKING

Trees designated for cutting in Payment Units 1, 2, 3, 4, 5, 6, 7 and 8 are marked with one slash of BLUE paint, on two sides of the bole, at breast height and BLUE paint below stump height. Road Right of Way (ROW), Payment Unit 50, is marked with one slash of YELLOW paint, on two sides of the bole, at breast height and YELLOW paint below stump height.

#### KT-CT.3.5.5# BOUNDARY TREES

Exterior boundaries for Payment Units are designated with three vertical spots facing into unit, a vertical line on each side of the bole facing direction of the boundary and a stump mark with ORANGE paint and are not to be cut.

#### KT-ET.4 USE OF ROADS BY CONTRACTOR

Hauling on and plowing of FR3369 (Iroquois Road) and FR3151 (Tower Road) is not allowed from December 1 through April 1, unless agreed upon in writing.

#### KT-FT.3.1# ROAD MAINTENANCE REQUIREMENTS

General Road Maintenance Specifications T-8360 is required for approximately 3.5 miles of roads on this sale.

#### KT-GT.3.1.4# OPERATING RESTRICTIONS

Within Payment Units 2, 6, 7 and 8 logging operations are not permitted from April 15 through July 15 (inclusive) to mitigate for Oak Wilt disease. This restriction may be waived by written agreement as long as Oak Wilt does not occur within the area.

No decking will be allowed within 70 feet of FR3151 (Tower Road).

Within all Payment Units windrowing of slash is to be avoided and all slash resulting from Contractor's operations shall lay within four feet of the ground.

#### KT-GT.3.5 EQUIPMENT CLEANING

Equipment Cleaning will be required for this timber sale. Prior to moving off-road equipment onto the sale, Contractor shall be required to take reasonable measures to ensure that each piece of equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Cleaning of equipment between Payment Units is not anticipated at this time but the Forest Service does not warrant against finding new infestations of Non-Native Species of Concern.

#### KT-GT.4.2# SKIDDING AND YARDING REQUIREMENTS

Within Payment Units 1, 2, 3, 4, 5, 6, 7 and 8, unless agreed to in writing, the overall width of the skidding equipment, including blade, shall not exceed 9.5 feet.

#### KT-GT.7# SLASH DISPOSAL MEASURES

Within 25 feet of the cleared edge (tree line), along FR3151 all slash resulting from Contractor's operations shall be removed.

#### KT-GT.9# CONSERVATION PROJECTS

\*It is highly recommended that Interested Parties obtain appendices prior to responding to this solicitation.

Project Number M1: Opening Maintenance (see sample photographs in Appendix 1)

Vegetation (mainly jack pine, aspen, and maple) should be cut up to about a 5-inch diameter size class, and resulting stumps should be within about 6-inches of ground. All cut vegetation shall be left on site, not in windrows, and lay within four feet of the ground.

Where overstory does not restrict equipment access, understory vegetation should be cut. There are some areas within the unit where overstory would restrict equipment access, and these areas would be reserved from cutting.

Do not cut oak or white pine. All dead trees should remain uncut and remain standing.

No work can be completed between May 1st and August 31st .

Contractor will be given a GPS with the area file loaded onto it by the COR.

Standard Provisions including but not limited to the following apply to this Conservation Project:

GT.2.2 Protection of Improvements

GT.2.3 Protection of Land Survey Monuments

GT.3.3 Safety

GT.3.4 Sanitation and Servicing

GT.3.5 Equipment Cleaning

GT.2.4 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources

GT.6 Erosion Prevention and Control

Project Number M2: Site Preparation For Natural Regeneration Unit 02

Project Number M3: Site Preparation For Natural Regeneration Unit 06

Project Number M4: Site Preparation For Natural Regeneration Unit 07

Project Number M5: Site Preparation For Natural Regeneration Unit 08

For all Site Preparation for Natural Regeneration Projects (see Appendix 1):

## TECHNICAL SPECIFICATIONS - SITE PREPARATION

In these units, canopy gaps will be created through the removal of designated, merchantable trees within Payment Units (KT-CT.3.5.5#). Canopy gaps are defined as a space greater than 30 feet in diameter created by the removal of one or more trees from the main stand creating a hole in the canopy that will allow for the regeneration of less shade tolerant species. Such gaps are measured from the edge of the crown to edge of the crown. They are generally created at a rate of approximately 2 to 6 per acre, but density and rate are dependent upon individual stand characteristics and how trees were designated for removal. Gap size will generally be 30 to 40 feet in diameter with some 80 feet in diameter gaps per unit. Canopy gaps to be cleaned are not explicitly identified on the ground. The Contractor will identify these canopy gaps during or post-harvest and perform the following work within these gaps:

In gaps that CONTAIN good quality advanced conifer regeneration:

Fell all sub-merchantable hardwood trees 2 to 6 inches DBH whose crowns will impede the gap.

Fell any low quality conifer tree that will not likely make a future crop tree.

Fell any trees damaged by harvesting between 0.5 and 2 inches in diameter.

In gaps that DO NOT contain good quality advanced conifer regeneration:

Fell all sub-merchantable or low quality trees 2 to 6 inches DBH, regardless of species whose crowns will impede the gap.

Fell any trees damaged by harvesting between 0.5 and 2 inches in diameter.

Follow the specifications below for cutting and felling during gap cleaning.

Resulting stumps should be within 6 inches of the ground.

All trees required to be cut shall be cut below the lowest live limb except when prevented by natural obstacles. All live limbs below the cutting point, including those which may originate below ground level, shall be removed.

Trees required to be cut shall be completely severed from the stump.

All hang-up trees shall be pulled down and be made to lie on the ground.

Standard Provisions including but not limited to the following apply to this Conservation Project:

AT.6/GT.4.1.2 Stump Heights

GT.2.2 Protection of Improvements

GT.2.2.1 Protection of Improvements Not Owned by Forest Service

GT.2.2.2 Protection of Property

GT.2.3 Protection of Land Survey Monuments

GT.2.4 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources

GT.3.3 Safety

GT.3.4 Sanitation and Servicing

GT.3.5 Equipment Cleaning

GT.6 Erosion Prevention and Control

KT-GT.3.1.4 Operating Restrictions

KT-GT.7# Slash Disposal Measures

Project Number M6: Sweiger Creek Culvert Replacement (see Appendix 2)

Sweiger Creek Culvert Replacement includes replacing the existing culvert on FR3132 with a 16 foot span, 6 foot rise, 40 foot long concrete box culvert with wingwalls. A 300 foot long section of the road will be reconstructed; the finished pavement will be asphalt. Erosion control measures used include silt fence, temporary diversion of the stream channel, cofferdams, riprap, geotextile, topsoil, seeding & mulching, sod, and erosion control blanket.

The entire construction project is located on National Forest Land in Chippewa Country, Kinross Township 45N, R4W, Section 18. There is private land crossed by Sweiger Creek in the area; starting approximately 450 feet upstream and 1100 feet downstream.

A permit has been approved with the Michigan Department of Environmental Quality (MDEQ) for all construction activities related to the removal and replacement of the Sweiger Creek culvert. Permit Number 13-17-0033-P expires on 07/15/2018. Every effort shall be taken to complete all culvert replacement construction prior to the expiration of the permit.

Culvert replacement must be completed between June 1 and September 30 and must be completed in a single season.

Appendix 2 includes the following:

Special Project Specifications 45N4W18-001 Sweiger Creek on FR3132

Joint Permit Application (U.S. Army Corps of Engineers and Michigan Department of Environmental Quality)

Davis-Bacon Act Construction Wage Rate Requirements.

## Warranty of Construction.

### Sweiger Creek Specifications Set (Drawings)

- 1\_G-001 COVER Sweiger Ck
- 2\_G-002 NOTES & LEGEND
- 3\_C-101 TYPICAL SECTIONS & DETAILS
- 4\_C-102 MAINTAINING TRAFFIC
- 5\_C-103 SESC PLAN
- 6\_C-104 GEN PLAN SITE
- 7\_C-105 GRADING PLAN
- 8\_C-301 ROAD CROSS SECTIONS
- 9\_C-401 SOIL BORINGS
- 10\_S-101 GEN PLAN STRUCT

Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03 is incorporated by reference and available online at: <http://flh.fhwa.dot.gov/resources/pse/specs/fp-03/fp-03usc.pdf>

## STEWARDSHIP CREDITS.

"Stewardship Credits" are credits that are earned and established when work described in KT-GT.9#, of the sample contract, has been performed and accepted. Stewardship Credits shall be earned at the rate as shown in AT.4.4. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

In the event there are unused established Stewardship Credits when all of the Included Timber has been cut and removed, Forest Service, at its option, shall either add more timber or make cash payment for the unused Stewardship Credits.

### AT.6 STUMP HEIGHTS

Sawtimber product stump height will be no more than 12 inches and pulpwood product stump height will be no more than 6 inches above ground level.

### AT.13 NORMAL OPERATION PERIOD

May 15 through November 30.

### GT.6.8.1 PRODUCT IDENTIFICATION

This provision is not applicable and will be waived for the purpose of this contract by the Forest Service Contracting Officer at the time of contract execution.

### PU Acres

- 01 58.4
- 02 18.5
- 03 62.3
- 04 70.2
- 05 34.0
- 06 55.2
- 07 109.3
- 08 78.0

The successful offeror shall register in the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov).

## INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an



offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

(2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: See the attached Technical Proposal Form for the Evaluation Factors and Subfactors.

## EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

## EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below in descending order of priority. All subfactors within a factor are equal in weight.

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	25%
B. Technical Approach	25%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	25%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	25%
E. Other	0%

**Award Statement.** One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are approximately equal to price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

## **POSTAWARD DEBRIEFING OF OFFERORS**

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
  - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
  - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
  - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
  - (1) Trade secrets;
  - (2) Privileged or confidential manufacturing processes and techniques;
  - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
  - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.